

SIXTH AMENDMENT TO LEASE AGREEMENT

This Sixth Amendment to Lease Agreement (this "***Sixth Amendment***") is made and entered into as of the 7th day of May, 2018 (the "***Effective Date***"), by and between LAKE POINTE TENANT, LLC, a Delaware limited liability company ("***Landlord***"), successor in interest to SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation ("***Prior Landlord***"), successor in interest to E-L Allison Pointe II, LLP, an Indiana limited liability partnership ("***Original Landlord***") and LIQUID TRANSPORT, LLC, an Indiana limited liability company ("***Tenant***"), successor in interest to ETRANCO, INC., an Indiana corporation ("***Original Tenant***").

RECITALS:

A. Original Landlord and Original Tenant executed that certain Lease Agreement (the "***Original Lease***") dated as of May 1, 2001, as assigned by Original Tenant to Tenant pursuant to that certain Assignment and Assumption Agreement dated January 26, 2006 ("***Assignment and Assumption Agreement***"), as amended by Amendment to Lease Agreement dated as of February 22, 2006 (the "***First Amendment***"), by and between Original Landlord and Tenant, as amended by Second Amendment to Lease dated as of October 1, 2009 (the "***Second Amendment***"), by and between Prior Landlord and Tenant, as amended by Addendum to Lease dated as of February 15, 2011 (the "***Third Amendment***"), by and between Prior Landlord and Tenant, as amended by Fourth Amendment to Lease dated as of June 1, 2012 ("***Fourth Amendment***"), as amended by Fifth Amendment to Lease dated as of May 25, 2017 ("***Fifth Amendment***"), by and between Landlord and Tenant. Pursuant to the Original Lease, as assigned by Original Tenant to Tenant pursuant to the Assignment and Assumption Agreement, and as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment (collectively, the "***Lease***"), Tenant is currently leasing approximately 16,079 rentable square feet comprised of Suite 400 (the "***Existing Premises***") in that certain building known as Lake Pointe III located at 8470 Allison Pointe Boulevard, Indianapolis, Indiana ("***Building***") and containing 87,681 rentable square feet.

B. Effective as of August 1, 2018 (the "***Sixth Amendment ROFR Commencement Date***"), which is the ROFR Commencement Date (as defined in the Fifth Amendment) with respect to the Sixth Amendment ROFR Space (as defined below)), Landlord and Tenant desire to expand the Existing Premises in accordance with **Section 20** of the Fifth Amendment to include certain Right of First Refusal Space comprised of the adjacent 1,535 rentable square feet outlined on **Exhibit A** ("***Sixth Amendment ROFR Space***") and to further modify the Lease as set forth in this Sixth Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Recitals and Capitalized Terms. The foregoing Recitals are true and correct and are incorporated herein by this reference. Unless otherwise expressly defined herein, capitalized terms used herein shall have the same meanings as designated to such capitalized terms in the Lease. All references herein to the Lease shall include this Sixth Amendment.

2. Expansion of the Premises. Effective as of the Sixth Amendment ROFR Commencement Date, the "***Premises***" shall be defined as the space comprised of the Existing Premises and the Sixth Amendment ROFR Space and, collectively, containing a total of 17,614 rentable square feet, all of which

shall thereafter constitute Suite 400 in the Building. Accordingly, references in the Lease to the “leased premises” and the “Premises” shall mean (a) the Existing Premises prior to the Sixth Amendment ROFR Commencement Date and (b) the Existing Premises and the Sixth Amendment ROFR Space, collectively, from and after the Sixth Amendment ROFR Commencement Date.

3. Base Rent. Commencing on the Sixth Amendment ROFR Commencement Date and continuing through August 31, 2018, Base Rent with respect to the Sixth Amendment ROFR Space shall be payable in monthly installments on or before the first day of each calendar month in the amount of \$2,494.38. Commencing on September 1, 2018, which is the day after the expiration of the Base Rent Abatement Period with respect to the Existing Premises, the schedule for Base Rent set forth in the Fifth Amendment shall be deleted for remainder of the Extension Term and Base Rent with respect to the entire Premises shall be payable in monthly installments on or before the first day of each calendar month in accordance with the following schedule:

<u>Months</u>	<u>Monthly installments of Base Rent</u>
September 1, 2018 through August 31, 2023	\$28,622.76
September 1, 2023 through August 31, 2028	\$32,292.34

4. Tenant’s Proportionate Share. Effective as of the Sixth Amendment ROFR Commencement Date, Tenant’s proportionate share as determined in accordance with **Paragraph 25.J** of the Lease is amended to be 20.09%, based on the numerator of 17,614 rentable square feet in the Premises divided by the denominator of 87,681 rentable square feet in the Building.

5. Condition of the Premises.

5.1 AS IS. Except for Landlord’s obligation to provide the Tenant Work Allowance (as defined in Section 9.2 of the Fifth Amendment, as amended by Section 5.2 of this Sixth Amendment), TENANT ACCEPTS THE PREMISES “**AS IS**”, “**WHERE IS**” AND **WITH ANY AND ALL FAULTS**. LANDLORD NEITHER MAKES NOR HAS MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, SUITABILITY OR FITNESS THEREOF OF THE PREMISES, OR THE CONDITION OR REPAIR THEREOF. TENANT’S CONTINUED OCCUPATION OF THE EXISTING PREMISES AND TAKING OCCUPANCY OF THE SIXTH AMENDMENT ROFR SPACE SHALL BE CONCLUSIVE EVIDENCE FOR ALL PURPOSES OF TENANT’S ACCEPTANCE OF THE PREMISES IN GOOD ORDER AND SATISFACTORY CONDITION, AND IN A STATE AND CONDITION SATISFACTORY, ACCEPTABLE AND SUITABLE FOR THE TENANT’S USE PURSUANT TO THE LEASE.

5.2 Tenant Work Allowance. Section 9.2 of the Fifth Amendment is amended as follows:

- (a) The Tenant Work Allowance is increased by the amount of the ROFR Tenant Work Allowance with respect to the Sixth Amendment ROFR Space, which is \$40,965.31. Accordingly, the total amount of the Tenant Work Allowance with respect to the entire Premises is increased from \$450,212.00 to \$491,177.31 and shall be available for Tenant Work in both the Existing Premises and the Sixth Amendment ROFR Space, subject to the terms of Section 9.3 of the Fifth Amendment, as amended by this Sixth Amendment.

(b) Notwithstanding anything to the contrary in the Lease, the Allowance Deadline is amended to be August 31, 2018, with respect to the entire Premises.

6. Authority. Tenant and Landlord each hereby represent to each other that such representing party has full power and authority to enter into this Sixth Amendment and that the undersigned officer is duly authorized to execute this Sixth Amendment on behalf of said party. If requested by Landlord, Tenant shall provide Landlord with copies of Tenant's organizational documents, an incumbency certificate certifying to the above and minutes certified by an authorized representative of Tenant as being true, correct, and complete, as may be reasonably required, to demonstrate that this Sixth Amendment is binding upon and enforceable against Tenant.

7. Options. Except for the Renewal Option set forth in **Section 19** of the Fifth Amendment and the Right of First Refusal set forth in **Section 20** of the Fifth Amendment, Landlord and Tenant acknowledge and agree that Landlord has not granted Tenant (i) any rights of first refusal; (ii) any expansion rights; (iii) any rights of first offer; (iv) any rights to cancel or terminate the Lease as to all or any portion of the Premises; or (v) any options to renew or extend the term of the Lease as to all or any portion of the Premises for any period after or beyond the expiration of the Extension Term.

8. Brokerage. Except for Jones Lang LaSalle Brokerage, Inc. ("**Landlord's Broker**") and CBRE, Inc. ("**Tenant's Broker**"), Tenant and Landlord each agree to indemnify and hold the other harmless of and from any and all loss, costs, damages or expenses (including, without limitation, all attorneys' fees and disbursements) by reason of any claim of or liability to any broker or person claiming through the indemnifying party and arising out of or in connection with the negotiation, execution and delivery of this Sixth Amendment. Landlord's Broker and Tenant's Broker will be compensated by Landlord pursuant to the terms of a separate agreement.

9. Counterclaims. As of the date of Tenant's execution and delivery of this Sixth Amendment, Tenant hereby confirms that to the best of Tenant's knowledge, Tenant has no offsets, counterclaims or defenses to its performance of the terms and provisions of the Lease, including the payment of rent, and there exist no events which would constitute a default by Landlord or the basis for such offsets, counterclaims, or defenses against Landlord upon the lapse of time or the giving of notice or both. As of the date of Landlord's execution and delivery of this Sixth Amendment, Landlord hereby confirms that to the best of Landlord's knowledge, Landlord has no counterclaims or defenses to its performance of the terms and provisions of the Lease, and there exist no events which would constitute a default by Tenant or the basis for such counterclaims, or defenses against Tenant upon the lapse of time or the giving of notice or both.

10. Continued Effect. Except as otherwise provided in this Sixth Amendment, all other provisions of the Lease shall remain unmodified and in full force and effect, and the Lease is hereby ratified and affirmed.

11. Multiple Counterparts. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Sixth Amendment may be executed by a party's signature transmitted by e-mail, and copies of this Sixth Amendment executed and delivered by means of e-mailed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon e-mailed signatures as if such signatures were originals. All parties hereto agree that an e-mailed signature page may be introduced into evidence in any proceeding arising out of or related to this Sixth Amendment as if it were an original signature page.

12. Anti-Terrorism. Tenant and Landlord covenant to each other that (i) neither it nor any of its owners or affiliates currently are, or shall be at any time during the term hereof, in violation of any laws relating to terrorism or money laundering (collectively, the “**Anti-Terrorism Laws**”), including, without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and regulations of the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Persons (SDN’s OFAC Regulations), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the “**USA Patriot Act**”); and (ii) neither it nor any of its owners, affiliates, investors, officers, directors, employees, vendors, subcontractors or agents is or shall be during the term of the Lease a “**Prohibited Person**” which is defined as follows: (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as an SDN on the then-most current list published by OFAC at its official website, <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, or at any replacement website or other replacement official publication of such list, and (2) a person or entity who is identified as or affiliated with a person or entity designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA Patriot Act.

13. Green Initiatives. The parties agree it is in their mutual best interest that the Building and Premises be operated and maintained in a manner that is environmentally responsible, fiscally prudent, and provides a safe and productive work environment. Accordingly, Tenant shall endeavor to conduct its operations in the Building and within the Premises to: (1) minimize to the extent reasonably feasible: (i) direct and indirect energy consumption and greenhouse gas emissions; (ii) water consumption; (iii) the amount of material entering the waste stream; and (iv) negative impacts upon the indoor air quality of the Building; and (2) permit the Building to achieve and maintain its LEED rating and an Energy Star label, to the extent applicable. Landlord shall endeavor to operate and maintain the Common Area to minimize to the extent reasonably feasible: (i) direct and indirect energy consumption and greenhouse gas emissions; (ii) water consumption; (iii) the amount of material entering the waste stream; and (iv) negative impacts upon the indoor air quality of the Building. In addition, if requested by Landlord or a governmental entity having jurisdiction over the Premises, Tenant shall report to Landlord and such requesting entity the Tenant’s utility usage and such other related information as may be requested within the time required by the governmental entity or such other reasonable time frame as may be requested by Landlord or, at Landlord’s option, provide any written authorization or other documentation required for Landlord to request information regarding Tenant’s utility usage with respect to the Premises directly from the applicable utility company.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Sixth Amendment has been executed as of the Effective Date.

TENANT:

LIQUID TRANSPORT, LLC,
an Indiana limited liability company

By: 

Name: A. Keith Lewis

Title: COO

Date: 05/01/18

LANDLORD:

LAKE POINTE TENANT, LLC,
a Delaware limited liability company

By: US RELP AKC, LLC, a Delaware limited liability company, its managing member

By: US Real Estate Limited Partnership, a Texas limited partnership, its sole member

By: USAA Real Estate Company, a Delaware corporation, its general partner



By: 

Name: PETER MCLAUGHLIN

Title: Managing Director

Date: 5/7/2018

[GUARANTOR ACKNOWLEDGEMENTS TO FOLLOW ON NEXT PAGE]

GUARANTOR ACKNOWLEDGEMENTS OF SIXTH AMENDMENT

The undersigned Guarantor, executes this Sixth Amendment for purposes of consenting to the terms contained in this Sixth Amendment and confirming that the Guaranty dated January 25, 2006, remains unmodified and is in full force and effect and binding on Guarantor.

GUARANTOR:

DANA TRANSPORT, INC.,
a New Jersey corporation

By: M Cohen
Name: Maria Cohen
Title: Corporate Director
Date: 05/01/18

The undersigned Guarantor, executes this Sixth Amendment for purposes of consenting to the terms contained in this Sixth Amendment and confirming that the Guaranty dated January 25, 2006, remains unmodified and is in full force and effect and binding on Guarantor.

GUARANTOR:

INTERNATIONAL EQUIPMENT LOGISTICS, INC.,
a Puerto Rico corporation

By: Debi Lane
Name: DEBI LANE
Title: CONTROLLER
Date: 05/01/18

The undersigned Guarantor, executes this Sixth Amendment for purposes of consenting to the terms contained in this Sixth Amendment and confirming that the Guaranty dated January 25, 2006, remains unmodified and is in full force and effect and binding on Guarantor.

GUARANTOR:

DANA CONTAINER, INC.,
a New Jersey corporation

By: M Cohen
Name: Maria Cohen
Title: Corporate Director
Date: 05/01/18

EXHIBIT A

Sixth Amendment ROFR Space

